



Commercial Vendor Application
Sip & Shop ~ December 14 & 15, 2019

Name of Business _____

Contact Person _____

Address _____

Email Address _____

Telephone Number _____

Description of product to be sold, type of equipment used (i.e. trailer, tables, canopy, etc.). Please include a photo of your concession if available.

Please select your preferred placement. Please note, indoor spacing is limited and may be denied even if required.

8' Frontage x 4' depth **\$50.00 (tent without electric access)** _____ Initial

8' Frontage x 4' depth **\$100.00 (inside without electric access)** _____ Initial

8' Frontage x 4' depth **\$125.00 (inside with electric access)** _____ Initial

In order for us to plan efficiently, we must receive your **initial application payment of \$50.00** (made payable to Willow Creek Winery) and your completed application by November 30, 2019. Upon approval of this application and acceptance of the contract, you will receive confirmation, your accepted contract and further instruction. No applications will be accepted after November 30, 2019.

Mail check and completed paperwork to: Special Events Department
Willow Creek Farm & Winery
168 Stevens Street
West Cape May, NJ 08204

Payment must be included with application.

I have read all of the information in this application and agree to abide by its terms. I understand that any violation of an approved contract may result in expulsion from Sip & Shop with no refund.

Vendor Signature _____ Date _____

Received _____ Date _____

Winery Administrative Staff

Reviewed and Approved _____ Date _____

Sip & Shop Manager

Contract Must be Signed and Submitted with Application!

Commercial Vendor Contract

- 1 **Event.** Willow Creek Farm & Winery's 2019 Sip & Shop (the "Event").
- 2 **Event Location.** Willow Creek Farm & Winery, 160-168 Stevens Street, West Cape May, NJ 08204 (the "Winery").
- 3 **Event Timing.** Event hours are 11:00 a.m. to 8:00 p.m. on Saturday, December 14, 2019 and 11:00 a.m. to 6:00 p.m. on Sunday, December 15, 2019. Vendors must be open for the duration of the Event.
- 4 **Application Fee Agreement.** In consideration for the opportunity to participate in the Event, the Vendor shall pay to the Winery an initial fee of \$50.00 in the form of check, due at the time of submission of the Vendor's application. If the Vendor is approved for an indoor space, the Vendor shall pay to the Winery an additional fee within seven calendar days of being approved.
- 5 **Approval Process.**
 - 5.1 **Payment of Initial Fee.** Commercial space is not reserved for the Vendor until the Winery receives payment in full. The initial payment of \$50.00 must be enclosed with the application and signed contract. No contracts are accepted after November 30, 2019. Completion of an application and submission of payment does not guarantee approval of application and acceptance of the Vendor's offer to contract.
 - 5.2 **Payment of Additional Fee.** If the Vendor is approved for an indoor space without electricity, the Vendor shall pay to the Winery an additional \$50.00 in the form of check within seven calendar days of being approved. If the Vendor is approved for an indoor space with electricity, the Vendor shall pay to the Winery an additional \$75.00 in the form of check within seven calendar days of being approved.
 - 5.3 **Application.** The Vendor must submit an application no later than November 30, 2019. The Vendor's application must be approved by the "Sip & Shop Manager" for the Vendor to participate in the Event. The Sip & Shop Manager may reject an incomplete application. Approval may be withheld for any reason or no reason at all.
 - 5.4 **Acceptance.** Once the Sip & Shop Manager approves the Vendor's application, the Winery shall accept the Vendor's offer to contract and allow the Vendor to participate in the Event. Contracts are accepted for the duration of the Event.
 - 5.5 **Unapproved Applications.** If the Vendor's application is not approved, the Vendor's payment will be cancelled within seven (7) days of the decision.
- 6 **Cancellations and Refunds.** The Vendor understands that upon entering into this Contract, the Winery is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, if the Vendor requests cancellation of this Contract within fourteen calendar days of the Event, the Vendor's fee is forfeit and non-refundable.
- 7 **Event Protocol.**
 - 7.1 **Arrival.** The Vendor shall arrive of the Event date no earlier than 8:00 a.m. and no later than 8:30 a.m. on Saturday, December 14, 2019.
 - 7.2 **Parking.** Parking must occur in designated areas only. The Vendor shall park as directed by the Winery's parking attendants. The Vendor shall not park in the main parking lot.
 - 7.3 **Space Assignment.** The Vendor shall check in with the Sip & Shop Manager upon arrival to receive a space assignment. The Vendor shall only setup in the assigned space.
 - 7.4 **Vendor Setup.** After receiving a space assignment, the Vendor must unload the vehicle completely in no longer than five minutes and then move the vehicle to the designated

vendor parking area. After parking, the Vendor may return and continue setting up. Setup must be completed no later than 10:30 a.m.

- 7.5 **Vendor Materials.** The Winery does not provide tables, chairs, trash receptacles, canopies, umbrellas or any materials other than space. Tables or other vending materials are the sole responsibility of the Vendor.
- 7.6 **Impermissible Items.** Items not permitted include but are not limited to alcohol, nude or semi-nude posters and products, drug paraphernalia, obscene items, fireworks, noise makers, balloons, cap guns or any items that endanger the public or the premises. Sale of non-approved items may result in immediate expulsion with no refund of fee.
- 7.7 **Trash.** The Vendor shall supply its own trash receptacle and shall not use the Winery's trash cans or dumpsters.
- 7.8 **Vendor Breakdown.** The Vendor shall not breakdown until 6:00 p.m. on Sunday, December 15, 2019. The Vendor shall remove all items that the Vendor brings to the premises, including trash.
- 7.9 **Vendor Departure.** The Vendor must vacate the premises as soon as possible following the close of the Festival.
- 8 **Marketing Efforts.** The Vendor shall use all commercially reasonable efforts to market and promote the Event, including promoting the Event on all social media platforms on which the Vendor has a presence. Failure to diligently market and promote the Event in good faith may disqualify the Vendor from participating in any future events hosted by the Winery.
- 9 **Holiday Love Drive Raffle Donation.** In addition to promoting and marketing the Winery's agricultural product, the main reason that the Winery is hosting this Event is to contribute to charitable causes. Therefore, the Vendor shall donate one of its products for the Holiday Love Drive raffle. The Vendor shall display the donated product and collect raffle tickets throughout the Event. The Vendor is responsible for drawing the winning raffle ticket for its donation and contacting the winner of the donated product.
- 10 **Insurance.** The Vendor must provide the Winery with a Certificate of Liability Insurance naming Willow Creek Winery as an Additional Insured on the vendor's General Liability Policy.
- 11 **Damage Waiver.** The Vendor shall pay for all incidentals, damage, or theft caused by the Vendor.
- 12 **Fire Hazards.** Fireworks, lanterns, open flames, and incendiary devices of any kind are prohibited on the premises, whether inside or outside. Smoking inside also is prohibited.
- 13 **Compliance with Applicable Laws and Regulations.** The Vendor shall adhere to all applicable laws and regulations. Individuals whose conduct is unbecoming or violates applicable local, state, or federal laws must be escorted from the premises by the appropriate civil authorities.
- 14 **Notice.**
 - 14.1 **Manner of Notice.** The parties must send all notices in writing and give all consents in writing. A notice or consent is effective when the intended recipient receives it, even if the recipient does not read it.
 - 14.2 **Place of Notice.** All notices to the Winery must be directed as follows:
ATTN: Special Events Department
Willow Creek Winery 168 Stevens Street
West Cape May, NJ 08204
events@willowcreekwinerycapemay.com
- 15 **Entire Agreement.** This Contract is the final, complete, and exclusive statement of the parties' agreement. It supersedes all previous negotiations and agreements.

- 16 **Headings.** The headings, captions, numbering system, etc. are inserted only as a matter of convenience and must not be considered in interpreting the provisions of this Contract.
- 17 **Binding Effect.** All of the provisions of this Contract are hereby made binding upon the successors and assigns of the parties. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa.
- 18 **Unenforceable or Inapplicable Provisions.** If any provision of this Contract is unenforceable or inapplicable, the other provisions remain in full force and effect in the same manner as if the unenforceable or inapplicable provision had never existed, unless the unenforceable provision materially affects any material covenants of the Contract or the material economic benefits intended to be realized by a party from this Contract.
- 19 **Counterparts.** This Contract may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical. Faxed or electronic signatures are accepted as original signatures for all purposes.
- 20 **Governing Law.** This Contract is governed by the internal laws of the State of New Jersey without giving effect to principles of conflicts of laws.
- 21 **Venue.** All claims of any kind, including but not limited to claims for personal injuries, may only be brought in the Courts of Cape May County, New Jersey.
- 22 **Authority.** Each person executing this Contract represents and warrants that he or she is fully authorized to do so, however, the parties will cooperate in providing appropriate proof to the other party of the authority of the signing person to bind the party.
- 23 **Interpretation.** The parties acknowledge that each party and its counsel have participated in the drafting of this Contract and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or in any amendments or exhibits thereto.
- 24 **Vendor's Understanding.** The Vendor represents and warrants that the Vendor has reviewed and understands all requirements and terms of this Contract including but not limited to fees, Winery policies, and applicable state laws.
- 25 **Indemnification.** The Vendor shall indemnify the Winery against all losses and expenses arising out of any proceeding brought by either a third party or the Winery, and either arising out of the Vendor's breach of its obligations, representations, warranties, or covenants under this Contract.

Signatures.

Vendor Signature _____ Date _____

Vendor Name (Printed) _____

Willow Creek Farm & Winery

Accepted By _____ Date _____
 Sip & Shop Manager